

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. **020431.0776**

In re Application of:

SANJAY KUMAR, ET AL.

Serial No. **09/972,127**

Filed: **4 OCTOBER 2001**

For: **COLLABORATIVE FULFILLMENT
IN A DISTRIBUTED SUPPLY CHAIN
ENVIRONMENT**

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Examiner:

GERALD J. O'CONNOR

Art Unit: **3627**

Confirmation No.: **3685**

REPLY BRIEF

MAIL STOP: APPEAL BRIEF - PATENTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir/Madam:

Appellants respectfully submit this Reply Brief under 37 C.F.R. § 41.41(a)(1) in response to the Examiner's Answer mailed 5 July 2007, which provides for a response period ending 5 September 2007.

REMARKS:

Appellants filed an amended Appeal Brief on 18 April 2007 explaining clearly and in detail why the final rejection of Claims 1-13 and 27-33 is improper and why the Board should reverse this final rejection. As explained in more detail below, the Examiner's final rejection of these claims cannot be properly maintained. Appellants respectfully request the Board to reverse this final rejection and instruct the Examiner to issue a Notice of Allowance with respect to these claims.

Grounds of Rejection to be Reviewed on Appeal

Issue No. 1. Claims 1-13 and 27-33 presently stand rejected under 35 U.S.C. § 102(b) over U.S. Patent 5,758,327 to Gardner et al. ("*Gardner*"). Thus, the issue is whether the *Gardner* reference includes sufficient disclosure in order to anticipate the invention as set forth in the claims.

I. *Gardner Fails to Anticipate Claims 1-13 and 27-33*

Section 9 of the Examiner's Answer consists entirely of material repeated verbatim from the Final Office Action mailed 21 June 2006.

Section 10 of the Examiner's Answer consists of five sections, however, the first four sections consists entirely of material repeated verbatim from the Final Office Action mailed 21 June 2006, while the fifth section merely discusses the issue of inherency, generally. Section 10 fails to address Appellants arguments, as set forth in Appellants Appeal Brief.

Below, Appellants specifically address Section 10 of the Examiner's Answer.

a. **Arguments to the First Section of Section 10 of the Examiner's Answer**

The Examiner asserts in the first section of section 10 that "the system of *Gardner* **indeed includes** using at least one customer-specified rule identifying a sourcing constraint in determining which supplier to use". (5 July 2007 Examiner's Answer, Page 7). (Emphasis Added). However, as discussed above, the Examiner's above assertion is merely repeated verbatim from the Final Office Action mailed 21 June 2006.

Appellants respectfully submit that asserting that a cited reference "**indeed includes**" a particular claim limitation and showing where in the cited reference a particular claim limitation is; is a completely different matter. For example, Appellants respectfully direct the Boards attention to Appellants arguments as set forth in Appellants Appeal Brief:

Appellants respectfully submit that *Gardner* fails to disclose, teach, or suggest independent Claim 1 limitation regarding "**database operable to store** at least one **customer-specified rule identifying a sourcing constraint** associated with a customer and at least one **contract value associated with a current status of a contract involving the customer.**" In particular, the Examiner states that "the system of *Gardner* **indeed includes** using at least one customer-specified rule identifying a sourcing constraint in determining which supplier to use". (21 June 2006 Final Office Action, Page 7). (Emphasis Added). However, the Examiner fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly "**indeed includes**" the limitations recited in independent Claim 1. In addition, the Examiner's conclusory statement that "the system of *Gardner* **indeed includes** using at least one customer-specified rule identifying a sourcing constraint in determining which supplier to use", is unaccompanied by any evidence or reasoning and is entirely inadequate to support the present rejection. Thus, Appellants respectfully submit that the equations forming the foundation of the Examiner's comparison between *Gardner* and independent Claim 1 cannot be made. Appellants further respectfully submit that these distinctions alone are sufficient to patentably distinguish independent Claim 1 from *Gardner*.

Appellants can only assume that the Examiner is equating the requisition rules taught by *Gardner* to the sourcing constraint recited in independent Claim 1 of the present application. However, Appellants wish to point out that these are not equivalent. As stated in *Gardner*, requisition

rules regard "the procedure to be followed in the procurement of goods and services." (*Gardner*, col. 1, lines 13-14.). A procedure to be followed is not equivalent to a sourcing constraint. *Gardner* clearly fails to disclose, teach, or suggest a **"database operable to store at least one customer-specified rule identifying a sourcing constraint associated with a customer and at least one contract value associated with a current status of a contract involving the customer"**. Thus, *Gardner* fails to anticipate independent Claim 1 of the present invention, because, *inter alia*, *Gardner* fails to teach, suggest, or even hint at each and every element of independent Claim 1.

(18 April 2007 Appeal Brief, Pages 14-15). (Emphasis Original). As provided for in Appellants Appeal Brief and recited above, Appellants Appeal Brief is directed to the fact that the Examiner fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly **"indeed includes"** the limitations recited in independent Claim 1, and in addition, the Examiner's conclusory statement that "the system of *Gardner* **indeed includes** using at least one customer-specified rule identifying a sourcing constraint in determining which supplier to use", is unaccompanied by any evidence or reasoning and is entirely inadequate to support the present rejection.

In response to Appellants above cited argument, the Examiner merely repeats verbatim from the Final Office Action mailed 21 June 2006. The Examiner's Answer fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly **"indeed includes"** the limitations recited in independent Claim 1 and further fails to explain the Examiner's basis for any equation of Appellants independent Claim 1 with *Gardner*.

A prior art reference anticipates the claimed invention under 35 U.S.C. § 102 only if each and every element of a claimed invention is identically shown in that single reference. MPEP § 2131. (Emphasis Added). Appellants respectfully submit that ***the Examiner has failed to establish a prima facie case of anticipation in Appellants claims under 35 U.S.C. § 102 with respect to Gardner because Gardner fails to identically disclose each and every element of Appellants claimed invention, arranged as they are in Appellants claims.*** Therefore, Appellants respectfully submit that the rejection of independent Claim 1 is improper under 35 U.S.C. § 102 and the Board

should reverse this rejection, for at least the reasons stated above, with respect to the first section of section 10 of the Examiner's Answer.

b. **Arguments to the Second Section of Section 10 of the Examiner's Answer**

The Examiner asserts in the second section of section 10 that "the system of *Gardner* **indeed includes** receiving quotes that comprise availability information and generating a quote that includes the availability information, since it is the centralized system that determines which supplier(s) the system will send the purchase order(s), and one of the criteria/rules used by the centralized system is the availability information". (5 July 2007 Examiner's Answer, Page 8). (Emphasis Added). However, as discussed above, the Examiner's above assertion is merely repeated verbatim from the Final Office Action mailed 21 June 2006.

Appellants respectfully submit that asserting that a cited reference "**indeed includes**" a particular claim limitation and showing where in the cited reference a particular claim limitation is; is a completely different matter. For example, Appellants respectfully direct the Boards attention to Appellants arguments as set forth in Appellants Appeal Brief:

[T]he Examiner fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly "**indeed includes**" the limitations recited in independent Claim 1. In addition, the Examiner's conclusory statement that "the system of *Gardner* **indeed includes** receiving quotes that comprise availability information", is unaccompanied by any evidence or reasoning and is entirely inadequate to support the present rejection. In fact, Appellants respectfully submit that the Examiner has mischaracterized Appellants invention and respectfully direct the Examiner's attention to independent Claim 1 limitations that provide for "**receiv[ing] a plurality of component quotations from at least one supplier**, each component quotation corresponding to a component ATP request and **comprising product availability information for one or more corresponding desired products**". Thus, the Appellants respectfully submit that the equations forming the foundation of the Examiner's comparison between *Gardner* and independent Claim 1 cannot be made. The Appellants further respectfully submit that these distinctions alone are sufficient to patentably distinguish independent Claim 1 from *Gardner*.

In addition, on page 7 of the 21 June 2006 Final Office Action, the Examiner further asserts that *Gardner* “includes receiving quotes that comprise availability information and generating a quote that that includes the availability information, since it is the centralized system that determines which supplier(s) the system will send the purchase order(s), and one of the criteria/rules used by the centralized system is the availability information”. Appellants respectfully submit, that what the Examiner has stated, is not recited in independent Claim 1. Instead, independent Claim 1 recites “**receiv[ing] a plurality of component quotations from at least one supplier, each component quotation corresponding to a component ATP request and comprising product availability information for one or more corresponding desired products**”. Thus, the Examiner states the *Gardner* teaches that a **centralized system determines product availability** and **then sends out the purchase order to a supplier**. In contrast, independent Claim 1 recites communicating the ATP request to at least one supplier associated with the desired product and then receiving a plurality of components quotes that include availability information from at least one supplier. The two information flows are fundamentally different. *Gardner* clearly fails to disclose, teach, or suggest “**receiv[ing] a plurality of component quotations from at least one supplier**, each component quotation corresponding to a component ATP request and **comprising product availability information for one or more corresponding desired products**,” as recited in independent Claim 1. Thus, *Gardner* fails to anticipate independent Claim 1 of the present invention, because, *inter alia*, *Gardner* fails to teach, suggest, or even hint at each and every element of independent Claim 1.

(18 April 2007 Appeal Brief, Pages 17-18). (Emphasis Original). As provided for in Appellants Appeal Brief and recited above, Appellants Appeal Brief is directed to the fact that the Examiner fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly “**indeed includes**” the limitations recited in independent Claim 1, and in addition, the Examiner’s conclusory statement that “the system of *Gardner* **indeed includes** receiving quotes that comprise availability information and generating a quote that that includes the availability information, since it is the centralized system that determines which supplier(s) the system will send the purchase order(s), and one of the criteria/rules used by the centralized system is the availability information”, is unaccompanied by any evidence or reasoning and is entirely inadequate to support the present rejection.

In response to Appellants above cited argument, the Examiner merely repeats verbatim from the Final Office Action mailed 21 June 2006. The Examiner's Answer fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly "**indeed includes**" the limitations recited in independent Claim 1 and further fails to rebut Appellants argument that the two information flows are fundamentally different.

A prior art reference anticipates the claimed invention under 35 U.S.C. § 102 only if each and every element of a claimed invention is identically shown in that single reference. MPEP § 2131. (Emphasis Added). Appellants respectfully submit that ***the Examiner has failed to establish a prima facie case of anticipation in Appellants claims under 35 U.S.C. § 102 with respect to Gardner because Gardner fails to identically disclose each and every element of Appellants claimed invention, arranged as they are in Appellants claims.*** Therefore, Appellants respectfully submit that the rejection of independent Claim 1 is improper under 35 U.S.C. § 102 and the Board should reverse this rejection, for at least the reasons stated above, with respect to the second section of section 10 of the Examiner's Answer.

c. **Arguments to the Third and Fourth Section of Section 10 of the Examiner's Answer**

The Examiner asserts in the third and fourth section of section 10 that "the system of *Gardner* **indeed includes** contract values stored in the database" and "the system of *Gardner* **indeed includes** generating a quotation that includes the contract value, since the pre-negotiated contract price/value is the price/value used in the quotation". (5 July 2007 Examiner's Answer, Page 8). (Emphasis Added). However, as discussed above, the Examiner's above assertion is merely repeated verbatim from the Final Office Action mailed 21 June 2006.

Appellants respectfully submit that asserting that a cited reference "**indeed includes**" a particular claim limitation and showing where in the cited reference a particular claim limitation is; is a completely different matter. For example, Appellants

respectfully direct the Boards attention to Appellants arguments as set forth in Appellants Appeal Brief:

Appellants further respectfully submit that *Gardner* fails to disclose, teach, or suggest independent Claim 1 limitations regarding “**one or more processors**” collectively operable to “**generate a quotation** for communication **using** the product availability information and the contract value in the database”. In particular, the Examiner states that “the system of *Gardner* **indeed includes** generating a quotation that includes the contract value”. (21 June 2006 Final Office Action, Page 8). (Emphasis Added). However, the Examiner fails to cite any specific portion of *Gardner*, including the column and line number, that allegedly “**indeed includes**” the limitations recited in independent Claim 1. In addition, the Examiner’s conclusory statement that “the system of *Gardner* **indeed includes** generating a quotation that includes the contract value”, is unaccompanied by any evidence or reasoning and is entirely inadequate to support the present rejection. In fact, Appellants respectfully submit that the Examiner has mischaracterized the Appellants invention and respectfully direct the Examiner’s attention to independent Claim 1 limitations that provide for “**generat[ing] a quotation** for communication **using** the product availability information and the contract value in the database”. Appellants respectfully submit that the “**generat[ing] a quotation** for communication” recited in independent Claim 1 is generated using the “product availability information and the contract value in the database”. Thus, Appellants respectfully submit that the equations forming the foundation of the Examiner’s comparison between *Gardner* and independent Claim 1 cannot be made. Appellants further respectfully submit that these distinctions alone are sufficient to patentably distinguish independent Claim 1 from *Gardner*.

Furthermore, as pointed out above, the contract value is a value associated with a current status of a contract involving the customer. Since, as shown above, *Gardner* does not teach, suggest, or even hint at a contract value that is associated with a current status of a contract involving the customer, *Gardner* cannot teach “generat[ing] a quotation for communication using the product availability information and the **contract value** in the database”.

In addition, Appellants respectfully submit that *Gardner* actually teaches away from “generat[ing] a quotation for communication using the product availability information and the **contract value** in the database.” For example, Figure 2 of *Gardner* shows the process flow for the system detailed in *Gardner*. In *Gardner*, a requisition is generated; any necessary attachments are categorized and sent. Examples of attachments are internal attachments that may remind customer of budget limit or external attachments to vendor showing catalogue pages with items being order on the page. Then the authorization procedure is initiated. The authorization

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procedure is part of the requisition rules. Once authorization signatures are obtained the purchase orders are formed and transmitted to the vendor. Nowhere in the process, of *Gardner*, does the vendor send a "quotation" to anyone. In fact, the only time the vendor communicates with the purchaser, in *Gardner*, is after the purchase order has been sent. Thus, a quotation for communication using the product availability information and the contract value in the database never occurs. In addition, as stated in *Gardner*, column 5, lines 23-29 and admitted to by the Examiner on page 8 of the 21 June 2006 Final Office Action, *Gardner* teaches pre-negotiated prices. Therefore, if the prices are pre-negotiated and the purchase order is already approved by the purchaser in *Gardner*, a vendor, would, therefore, not send a "quotation" to the purchaser.

(18 April 2007 Appeal Brief, Pages 19-20). (Emphasis Original). As provided for in Appellants Appeal Brief and recited above, Appellants Appeal Brief is directed to the fact that *Gardner* does not teach, suggest, or even hint at a contract value that is associated with a current status of a contract involving the customer and in fact, that *Gardner* actually teaches away from "generat[ing] a quotation for communication using the product availability information and the **contract value** in the database.

In response to Appellants above cited argument, the Examiner merely repeats verbatim from the Final Office Action mailed 21 June 2006. The Examiner's Answer fails to cite any argument, support, or even rebut Appellants argument that *Gardner* does not teach, suggest, or even hint at a contract value that is associated with a current status of a contract involving the customer or that *Gardner* actually teaches away from Appellants independent Claim 1.

A prior art reference anticipates the claimed invention under 35 U.S.C. § 102 only if each and every element of a claimed invention is identically shown in that single reference. MPEP § 2131. (Emphasis Added). Appellants respectfully submit that ***the Examiner has failed to establish a prima facie case of anticipation in Appellants claims under 35 U.S.C. § 102 with respect to Gardner because Gardner fails to identically disclose each and every element of Appellants claimed invention, arranged as they are in Appellants claims.*** Therefore, Appellants respectfully submit that the rejection of independent Claim 1 is improper under 35 U.S.C. § 102 and the Board

should reverse this rejection, for at least the reasons stated above, with respect to the third and fourth section of section 10 of the Examiner's Answer.

d. **Arguments to the Fifth Section of Section 10 of the Examiner's Answer**

The Examiner asserts in the fifth section of section 10 that "reference which is silent about a claimed invention's features is inherently anticipatory if the missing feature is necessarily present in that which is described in the reference". (5 July 2007 Examiner's Answer, Page 9). (Emphasis Added). However, as discussed above, the Examiner's above assertion merely discusses the issue of inherency, generally.

Appellants respectfully submit that asserting that a cited reference ***inherently includes*** a particular claim limitation and showing where in the cited reference a particular claim limitation is; is a completely different matter. For example, Appellants respectfully direct the Boards attention to Appellants arguments as set forth in Appellants Appeal Brief:

[T]he Examiner alleges that *Gardner* discloses [***one or more processors***] collectively operable to "communicate the component ATP requests to at least one supplier associated with the desired product, ***the supplier determined according to at least one customer-specified rule identifying the sourcing constraint***", "since the customer's use of the *Gardner* et al. system inherently limits/constrains the customer to purchasing only from the particular vendors/catalogues listed in the system (i.e. the vendors with whom the operator of the central system has an agreement/connection)". Appellants respectfully disagree with the characterization of the term "constraint" and thereby "sourcing constraint", as set forth by the Examiner. The Examiner's characterization that not having access to every possible vendor on the internet is equivalent to Appellants term "sourcing constraint" is improper. Furthermore, even if it is proper to characterize *Gardner* as teaching a sourcing constraint, simply because *Gardner* does not provide access to every vendor that exists, the constraint is still not a customer-specified rule identifying the sourcing constraint. Rather, as taught by *Gardner* and explained by the Examiner, the constraint would be one chosen or created by Host, central system, not the customer. Therefore, as taught by *Gardner* and explained by the Examiner, any supplier that is determined by *Gardner* is not a ***"supplier determined according to at least one customer-specified rule identifying the sourcing constraint"***. *Gardner* clearly fails to disclose, teach, or suggest "communicat[ing] the component ATP requests to at least one supplier associated with the desired product, ***the supplier determined according to***

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at least one customer-specified rule identifying the sourcing constraint'. Thus, *Gardner* fails to anticipate independent Claim 1 of the present invention, because, *inter alia*, *Gardner* fails to teach, suggest, or even hint at each and every element of independent Claim 1.

(18 April 2007 Appeal Brief, Pages 16-17). (Emphasis Original).

In addition, Appellants respectfully submit that an anticipating reference, by definition, must disclose every limitation of the rejected claim in the same relationship to one another as set forth in the claim. (*In re Bond*, 15 U.S.P.Q.2d 1566, 1567 (Fed. Cir. 1990)). To the extent the Examiner relies on principles of inherency in making the anticipation rejections in the Office Action, inherency requires that the asserted proposition necessarily flow from the disclosure. (*In re Oelrich*, 212 U.S.P.Q. 323, 326 (C.C.P.A. 1981); *Ex parte Levy*, 17 U.S.P.Q.2d 1461, 1463-64 (Bd. Pat. App. & Int. 1990); *Ex parte Skinner*, 2 U.S.P.Q.2d 1788, 1789 (Bd. Pat. App. & Int. 1987); *In re King*, 231 U.S.P.Q. 136, 138 (Fed. Cir. 1986)). It is not enough that a reference could have, should have, or would have been used as the claimed invention. "The mere fact that a certain thing may result from a given set of circumstances is not sufficient." (*Oelrich*, at 326, quoting *Hansgirk v. Kemmer*, 40 U.S.P.Q. 665, 667 (C.C.P.A. 1939); *In re Rijckaert*, 28 U.S.P.Q.2d 1955, 1957 (Fed. Cir. 1993), quoting *Oelrich*, at 326; see also *Skinner*, at 1789). "Inherency ... may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient." (*Skinner*, at 1789, citing *Oelrich*). Where anticipation is found through inherency, the Office's burden of establishing *prima facie* anticipation includes the burden of providing "...some evidence or scientific reasoning to establish the reasonableness of the examiner's belief that the functional limitation is an inherent characteristic of the prior art." (*Skinner* at 1789).

With respect to the Examiner's Answer, the Examiner has failed to show how *Gardner* inherently discloses "communicat[ing] the component ATP requests to at least one supplier associated with the desired product, **the supplier determined according to at least one customer-specified rule identifying the sourcing constraint**". Therefore, Appellants respectfully submit that the rejection of independent Claim 1 is improper under

35 U.S.C. § 102 and the Board should reverse this rejection, for at least the reasons stated above, with respect to the fifth section of section 10 of the Examiner's Answer.

II. The Examiner's Answer fails to Address Claims 29 and 33

The Examiner's Answer fails to address Appellants arguments, as set forth in Appellants Appeal Brief, with respect to Claims 29 and 33. In particular, Appellants respectfully direct the Boards attention to Appellants arguments as set forth in Appellants Appeal Brief, with respect to independent Claim 29:

The Examiner states that *Gardner* teaches a rule identifying preferred suppliers; however, no specific citation is given to support this claim, nor can Appellant[s] find any information supporting the Examiner's assertion. In fact, *Gardner* only discloses the term "preferred" in combination with the term "embodiment" (i.e., preferred embodiment). In addition, *Gardner* merely discloses the term supplier by the terms different, both, various, individual or various. However, none of these terms is equivalent to "preferred" nor do they suggest the term or the meaning of "preferred", as recited in Appellants claims. Therefore, *Gardner* fails to teach, suggest, or even hint at, **"at least one of the first rules identifying one or more preferred suppliers associated with the customer"**. Thus, *Gardner* fails to anticipate independent Claim 29 of the present invention, because, *inter alia*, *Gardner* fails to teach, suggest, or even hint at each and every element of independent Claim 29.

Appellants further respectfully submit that *Gardner* fails to disclose, teach, or suggest, independent Claim 29 limitations regarding **"at least one second rule identifying a sourcing constraint associated with a supplier"** and **"select one or more of the rules based on contents of the ATP request"**. In fact, the Examiner fails to point to any portion of *Gardner* as teaching Appellants above limitation. In addition, the Examiner and Final Office Action are silent in regards to this limitation. Therefore, *Gardner* fails to teach, suggest, or even hint at, **"at least one second rule identifying a sourcing constraint associated with a supplier"** and **"select one or more of the rules based on contents of the ATP request"**. Thus, *Gardner* fails to anticipate independent Claim 29 of the present invention, because, *inter alia*, *Gardner* fails to teach, suggest, or even hint at each and every element of independent Claim 29.

[...] In addition, *Gardner* fails to disclose, teach, or suggest, alternate sourcing plans. In fact, *Gardner* fails to even hint at anything remotely similar to generating an alternate sourcing plan. *Gardner* merely

discusses procedures for generating a requisition, procuring the necessary internal approvals for the requisition, and then the requisition, or sub-requisitions if the requisition was broken in to subparts is sent to the various vendors. However, nowhere does *Gardner* teach, suggest, or even hint at planning for an alternate sourcing plan. Thus, *Gardner* fails to anticipate independent Claim 29 of the present invention, because, *inter alia*, *Gardner* fails to teach, suggest, or even hint at each and every element of independent Claim 29.

(18 April 2007 Appeal Brief, Pages 22-23). (Emphasis Original). As provided for in Appellants Appeal Brief and recited above, Appellants Appeal Brief is directed to the fact that *Gardner* fails to teach a rule identifying preferred suppliers, the Examiner fails to provide any specific citation to support the Examiner's assertion, and Appellants cannot find any information supporting the Examiner's assertion in *Gardner*.

In response to Appellants above cited argument, the Examiner is silent as to how *Gardner* teaches a rule identifying preferred suppliers and further fails to rebut Appellants argument that *Gardner* does not teach, suggest, or even hint at a rule identifying preferred suppliers.

A prior art reference anticipates the claimed invention under 35 U.S.C. § 102 only if each and every element of a claimed invention is identically shown in that single reference. MPEP § 2131. (Emphasis Added). Appellants respectfully submit that ***the Examiner has failed to establish a prima facie case of anticipation in Appellants claims under 35 U.S.C. § 102 with respect to Gardner because Gardner fails to identically disclose each and every element of Appellants claimed invention, arranged as they are in Appellants claims.*** Therefore, Appellants respectfully submit that the rejection of Claims 29 and 33 are improper under 35 U.S.C. § 102 and the Board should reverse this rejection, for at least the reasons stated above.

CONCLUSION:

Appellants have demonstrated that the present invention, as claimed, is clearly patentable over the prior art cited by the Examiner. Therefore, Appellants respectfully request the Board of Patent Appeals and Interferences to reverse the final rejection of the Examiner and instruct the Examiner to issue a Notice of Allowance of all claims.

Although Appellants believe no fees are deemed to be necessary; the undersigned hereby authorizes the Commissioner to charge any additional fees which may be required, or credit any overpayments, to **Deposit Account No. 500777**. If an extension of time is necessary for allowing this Response to be timely filed, this document is to be construed as also constituting a Petition for Extension of Time Under 37 C.F.R. § 1.136(a) to the extent necessary. Any fee required for such Petition for Extension of Time should be charged to **Deposit Account No. 500777**.

Please link this application to Customer No. 53184 so that its status may be checked via the PAIR System.

Respectfully submitted,

31 August 2007
Date

/Steven J. Laureanti/signed
Steven J. Laureanti, Registration No. 50,274

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